UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TYANNA AND JEFF CANNATA, individually, and on behalf of all persons similarly situated,	)	
Plaintiffs,	)	**Case No. 06 C 2196**
-v-	)	**Judge Hibbler**
FOREST PRESERVE DISTRICT OF DU PAGE COUNTY, a municipal corporation, and **BFI WASTE SYSTEMS OF NORTH AMERICA, INC.,** a Delaware corporation, individually and as successor by merger to E & E Hauling, Inc. and Browning-Ferris Industries of Illinois, Inc.,	)	
Defendants.	)	

FINAL APPROVAL ORDER AND JUDGMENT OF DISMISSAL

In the Preliminary Approval Order dated February 12, 2009, this Court scheduled a Final Approval Hearing for May 28, 2009 to determine: (a) whether the proposed settlement between Plaintiffs, Tyanna and Jeff Cannata, and Defendants, Forest Preserve District of DuPage County and BFI Waste Systems of North America, LLC as successor to BFI Waste Systems of North America, Inc., on the terms and conditions set forth in the Settlement Agreement and Limited Release (the "Agreement"),[1] is fair, reasonable and adequate, and (b) whether to enter the Final Approval Order (Exhibit D to the Agreement). The Court also ordered that the Settlement Notice (Exhibit B to the Agreement) be served upon the Class in the manner described in the Preliminary Approval Order, and that the CAFA notices (Exhibit E to the Agreement) be provided to the appropriate State and Federal officials.

[1] Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

The Final Approval Hearing on the Agreement was duly held before this Court at which time all interested persons were afforded an opportunity to be heard. This Court has duly considered all of the submissions and arguments presented on the proposed settlement.

NOW, THEREFORE, THIS COURT FINDS, CONCLUDES, ADJUDGES AND DECREES THAT:

1. The Court has jurisdiction over the parties and the subject matter of this litigation;
2. The settlement reached between the Plaintiffs, individually and on behalf of the Settlement Class, and the Settling Defendants, on the terms and conditions set forth in the Agreement, is fair, reasonable, adequate, in the best interests of the Settlement Class, and is hereby approved;
3. The Plaintiffs and Class Counsel (The Collins Law Firm and Varga Berger Ledsky Hayes & Casey) have fairly and adequately represented the interests of the Settlement Class in this matter and in its resolution;
4. This Order is binding upon the Plaintiffs, the Settlement Class, and the Settling Defendants. The Agreement shall be consummated in accordance with the terms and conditions of the Agreement. The parties are directed to carry out their obligations under the Agreement;
5. The Settlement Notice served on the Settlement Class following entry of the Preliminary Approval Order constituted the best notice practical under the circumstances and is in full compliance with the notice requirements of due process and Fed R. Civ. P. 23;
6. The notice served on the appropriate Federal and State officials following entry of the Preliminary Approval Order is in full compliance with the provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715;

7. Upon the Effective Date of the Agreement, the Plaintiffs and the Settlement Class are (i) deemed to have released the claims within the scope of the limited release set forth in Paragraph 3 of the Agreement, and (ii) permanently enjoined from continuing to prosecute, or otherwise initiating, claims within the scope of the limited release set forth in Paragraph 3 of the Agreement;

8. The Court finds that Class Counsel is entitled to retain attorneys' fees from the Settlement Funds as specified in Paragraph 8(A) of the Agreement, and that Class Counsel is additionally entitled to retain from the Settlement Funds the amount of $924,933.20 as reimbursement for litigation costs and expenses reasonably incurred in connection with the Lawsuit;

9. All of the claims asserted in this lawsuit by the Plaintiffs, individually and on behalf of the Settlement Class, are dismissed with prejudice, each party to bear its own costs; and

10. This Court retains jurisdiction over all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Agreement and this Order. If this Final Approval Order is reversed on appeal, the Agreement, the preliminary approval proceedings related to it, and the final approval hearings related to it are all without prejudice to the rights of the parties to the litigation.

IT IS SO ORDERED

Dated: May 28, 2009

Wm. J. Hibbler

William J. Hibbler
United States District Judge